

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

-----X  
THE NEW YORK CITY DISTRICT COUNCIL OF  
CARPENTERS PENSION FUND, NEW YORK CITY  
DISTRICT COUNCIL OF CARPENTERS WELFARE  
FUND, NEW YORK CITY DISTRICT COUNCIL OF  
CARPENTERS VACATION FUND, NEW YORK CITY  
DISTRICT COUNCIL OF CARPENTERS ANNUITY  
FUND, NEW YORK CITY DISTRICT COUNCIL  
OF CARPENTERS APPRENTICESHIP, JOURNEYMAN  
RETRAINING, EDUCATIONAL AND INDUSTRY  
FUND, NEW YORK CITY DISTRICT COUNCIL OF  
CARPENTERS CHARITY FUND, and THE NEW  
YORK CITY AND VICINITY CARPENTERS LABOR  
MANAGEMENT COOPERATION FUND, by MICHAEL  
J. FORDE, and PAUL O'BRIEN, as TRUSTEES, and  
MICHAEL J. FORDE, AS EXECUTIVE SECRETARY-  
TREASURER, DISTRICT COUNCIL FOR NEW YORK  
CITY AND VICINITY, UNITED BROTHERHOOD OF  
CARPENTERS AND JOINERS OF AMERICA,

Plaintiffs,

-against-

SATCO CONSTRUCTION CORP.,

Defendant.

-----X  
STATE OF NEW YORK     )  
                                  ) ss:  
COUNTY OF NEW YORK    )

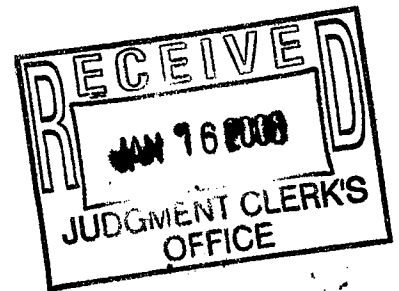
ANDREW GRABOIS, Esq. being duly sworn, deposes and says,

1. I am associated with the firm of O'Dwyer & Bernstein, LLP, attorneys for  
plaintiffs ("Funds") in the above captioned action. I am familiar with all the facts and  
circumstances in this action.

2. I submit this affirmation in support of plaintiffs' request for attorneys' fees  
pursuant to its proposed default judgment against Satco Construction Corp. ("Defendant"),

07 CV 10314 (RJH)  
ECF CASE

**AFFIRMATION IN  
FURTHER SUPPORT  
OF DEFAULT  
JUDGMENT**



confirming an arbitration award against the Defendant, dated September 21, 2007.

3. Plaintiffs are entitled to \$1,245.00 in attorneys' fees and costs (\$1,185.00 in attorneys' fees and \$60.00 in costs) they have incurred while pursuing this confirmation action. (See Affidavit of Services of Andrew GraBois dated January 11, 2008 annexed as Exhibit "E" to Plaintiffs' Affidavit in Support of Default Judgment).

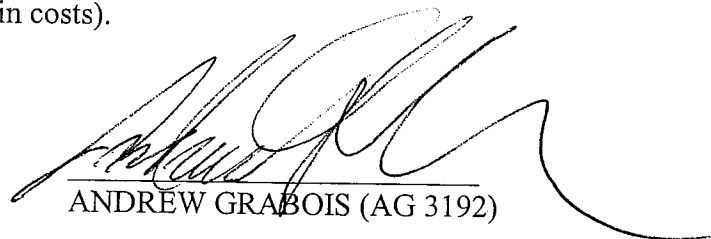
4. It is well settled that attorneys' fees will be awarded to the prevailing party relating to the confirmation of the award where the underlying agreement provides for attorneys' fees. See, e.g., Page Intern. Ltd. v. Adam Maritime Corp., 53 F.Supp.2d 591 (S.D.N.Y. 1999). In this matter, the CBA (attached hereto as Exhibit "A") clearly supports the conclusion that Defendant is contractually bound to pay attorneys' fees and costs incurred in a confirmation proceeding. Article XV, Section 6(a)(4) states:

"In the event that formal proceedings are instituted before a court of competent jurisdiction by the trustees of a benefit fund or funds to collection delinquent contributions to such fund(s) and if such court renders a judgment in favor of such Fund(s), the Employer shall pay to such Fund(s), in accordance with the judgment of the Court, and in lieu of any other liquidated damages, costs, attorneys' fees and/or interest...reasonable attorneys' fees and costs of the action..."

5. Moreover, attorneys' fees and costs are recoverable based on equitable grounds. A court may, in the exercise of its inherent equitable powers, award attorneys fees when an opposing party refuses to abide by an arbitrator's decision without justification (Int'l Chemical Workers Union Local No. 227 v. BASF Wyandotte Corp., 774 F.2d 43, 47 (2d Cir. 1985); New York City Dist. Council of Carpenters Pension Fund v. Eastern Millenium Const., Inc., 2003 WL 22773355, at \*2 (S.D.N.Y. 2003) ) or when the opposing party acts in bad faith when it fails to either pay the award or file a motion to vacate or modify. In Matter of Arbitration between Soft Drink and Brewery Workders Union Local 812, IBT, AFL-CIO, 1996 WL 420209 (S.D.N.Y.

1996).

WHEREFORE, plaintiffs are therefore entitled to attorneys' fees and costs in the amount of \$1,245.00 (\$1,185.00 in attorneys' fees and \$60.00 in costs).



ANDREW GRABOIS (AG 3192)

Sworn to before me this  
15<sup>th</sup> day of January, 2008



NOTARY PUBLIC

**JASON FUIMAN**  
**Notary Public, State of New York**  
**No. 02FU6104740**  
**Qualified in New York County**  
**Commission Expires January 26, 2008**